



Health Services
LOS ANGELES COUNTY

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through leadership,
service and education.*



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February 6, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF A PROFESSIONAL SERVICE
AGREEMENT BETWEEN THE PUBLIC HEALTH
INSTITUTE AND MARTIN LUTHER KING, JR./DREW
MEDICAL CENTER FOR PHLEBOTOMY SERVICES
FOR THE HEMOGLOBIN TRAIT PROJECT
(2nd District) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Health Services, or his designee, to sign an Agreement, substantially similar to Exhibit I, with the Public Health Institute, to provide phlebotomy services at Martin Luther King, Jr./Drew Medical Center for the State of California's Department of Health Services' Hemoglobin Trait Project, effective upon execution of the Agreement through June 30, 2007, at no net County cost.
2. Delegate authority to the Director of Health Services, or his designee, to amend and extend the Agreement under substantially similar terms through June 30, 2010, upon review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving this action, the Board is authorizing the Director of Health Services, or his designee, to enter into an Agreement with the Public Health Institute (PHI), a subcontractor of the State of California's Department of Health Services (CDHS) under which CDHS will refer patients to Martin Luther King, Jr./Drew Medical Center (King/Drew) to have blood drawn as part of the CDHS Hemoglobin Trait Project.

In May 2007, CDHS expects to extend the Agreement for an additional three years beyond June 30, 2007. During any extension period, the rates paid by PHI to County will likely remain the same, but in no event shall decrease. Moreover, it is anticipated that the volume of phlebotomy draws shall be limited to 25 per fiscal year.

FISCAL IMPACT/FINANCING:

PHI will pay \$25 per phlebotomy draw up to a maximum of \$500 (20 draws), effective upon execution of the Agreement through June 30, 2007. There is no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

PHI has a contract with CDHS for a project titled "Newborn Screening Program Sickle Cell and Hemoglobin Trait Carrier Follow-up". Under PHI's contract with CDHS for the project, PHI designates local collection facilities, and has selected

King/Drew as an appropriate collection site. The purpose of the program is to detect diseases early to permit entry into comprehensive care, which includes the initiation of penicillin prophylaxis and parent education (e.g., identification of early warning signs and preventive health measures), factors which have been shown to reduce morbidity and mortality.

King/Drew will provide phlebotomy services to CDHS-referred patients identified with sickle cell trait, hemoglobin C trait and hemoglobin D trait through the California Newborn Screening Program. King/Drew will provide an EDTA (purple top tube) with a label, and package and mail the sample the same day it is collected to the CDHS-approved laboratory for testing.

PHI refused to sign the standard County language dealing with indemnification. As a result, it should be noted that the indemnification provision in the proposed contract provides for the County and PHI to mutually indemnify each other for any claims or losses resulting from services provided by either entity pursuant to the Agreement. Moreover, the County would be required to indemnify the State for any claims and losses resulting from services provided under the Agreement.

Also, unlike standard County contracts, the Agreement with PHI provides that any claims arising from the Agreement be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

This Agreement may be terminated for convenience by both parties upon 30 days advance written notice. County Counsel has approved Exhibit I as to form. This Agreement is not the standard County boilerplate agreement, but is instead the agreement provided by PHI as the subcontractor for CDHS.

Attachment A provides additional information.

CONTRACTING PROCESS:

It is not appropriate to advertise this Agreement on the Los Angeles County On-line Web Site as a business opportunity.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Board approval of the recommended action will assist the CDHS with the Hemoglobin Trait Project.

Upon approval by the Board of Supervisors, the Executive Officer, Board of Supervisors is requested to return three adopted copies of this letter to DHS.

Respectfully submitted,



Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC:rf
King-PHI.rf.wpd

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT

1. **TYPE OF SERVICE:**

King/Drew will provide phlebotomy services to CDHS-referred patients identified with sickle cell trait, hemoglobin C trait and hemoglobin D trait through the California Newborn Screening Program Sickle Cell and Hemoglobin Trait Project.

2. **CONTRACTOR ADDRESS AND CONTACT PERSON:**

Addie Tillman-Norling, Senior Grants & Contracts Specialist
Public Health Institute (PHI)
555 12th Street, 10th Floor
Oakland, CA 94607-4046
Telephone: (510) 285-5559
Facsimile: (510) 285-5501
E-Mail: atillman@phi.org

3. **TERM OF AGREEMENT:**

The Agreement may be terminated for convenience by both parties upon 30 days advance written notice.

4. **FINANCIAL INFORMATION:**

There is no net County cost. PHI will pay \$25 per phlebotomy draw up to a maximum of \$500 (20 draws), effective upon execution of the Agreement through June 30, 2007.

5. **GEOGRAPHIC AREAS TO BE SERVED:**

All Districts

6. **ACCOUNTABILITY OF MONITORING:**

Antionette Smith-Epps, Chief Executive Officer, King/Drew Medical Center

7. **APPROVALS:**

King/Drew Medical Center:	Antionette Smith-Epps, Chief Executive Officer
Chief Deputy Director:	John R. Cochran III
Contract and Grants Division:	Cara O'Neill, Chief
County Counsel (as to form):	Christina Salseda

PROFESSIONAL SERVICE AGREEMENT BETWEEN
PUBLIC HEALTH INSTITUTE
AND COUNTY OF LOS ANGELES, DEPARTMENT OF HEALTH SERVICES,
MARTIN LUTHER KING, JR. – DREW MEDICAL CENTER

This agreement is entered into on the subscribed date by the Public Health Institute, 555 12th Street, 10th Floor, Oakland, CA 94607-4046, (510) 285-5500, Fax: (510) 285-5501, hereinafter referred to as PHI, and the following: County of Los Angeles, Department of Health Services, **MARTIN LUTHER KING, JR. – DREW MEDICAL CENTER** (King-Drew), 12021 S. Wilmington Avenue, Los Angeles, CA 90059 Phone: (310) 668-5201, Fax: (310) 632-8193, EIN 95-60000927 hereinafter referred to as King-Drew.

RECITALS: PHI is the recipient of a contract from the California Department of Health Services for a project titled "NBS Sickle Cell & Hemoglobin Trait Carrier Follow-up." This is an agreement under the prime contract.

1. TERM OF AGREEMENT: The term of this agreement shall be effective date of execution through June 30, 2007.
2. SCOPE OF WORK: King-Drew shall provide services as set forth in Scope of Work-Exhibit A, a copy of which is attached and made a part hereof by reference.
3. PAYMENT FOR SERVICES:
 - A. PHI shall pay King-Drew \$25.00 per phlebotomy draw for up to 20 draws collected, as set forth in Exhibit B-Budget. King-Drew shall submit invoices no more frequently than monthly, in arrears in accordance with Exhibit B. Invoices must contain the original signature of King-Drew's authorized representative. The maximum amount payable shall not exceed \$500.00.
 - B. Amounts paid to King-Drew that are determined by audit or otherwise to be unallowable shall be deducted from subsequent payments due King-Drew or King-Drew shall refund such amounts to PHI on demand.
 - C. Final invoice deadline is 30 days after the date of expiration of the term or termination of this agreement. PHI may approve an extension of this deadline if requested by King-Drew.
4. TERMINATION: This agreement may be terminated as follows: (i) PHI or King-Drew may terminate this agreement without cause upon 30 days written notice; and (ii) PHI may terminate, effective on the date King-Drew receives written notice, if the prime contract terminates or is amended in relevant part, if PHI is required to terminate this agreement by California Department of Health Services, or if King-Drew materially fails to comply with the terms and conditions of this agreement. Upon receipt of notice of termination, and on the date of termination, work shall stop and King-Drew shall not incur any new obligations. In the event of termination without cause, upon receipt of all completed or partially-completed deliverables, PHI shall pay King-Drew for costs incurred through the termination date.
5. NON-DISCRIMINATION CLAUSE: During the performance of this agreement,

King-Drew shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

King-Drew shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. King-Drew shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (2 CCR Sec. 8101 et seq.), which are incorporated into this subcontract by reference and made a part hereof as if set forth in full. King-Drew shall give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement.

6. INDEMNIFICATION:

A. King-Drew agrees to indemnify, defend and save harmless the State of California, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by King-Drew in the performance of this agreement.

B. King-Drew and PHI each agree to indemnify, defend and hold harmless the other and its directors, officers, members, employees, contractors and agents from and against any and all claims, losses, damages, costs, expenses or other liability resulting directly or indirectly from any intentional, grossly negligent or negligent act or failure to act by the indemnifying party's directors, officers, employees or agents in the performance of this agreement, including without limitation any accident or injury to persons or property or any liability for copyright, patent or trademark infringement. The parties' obligations under this section shall survive the expiration or termination of this agreement until all claims involving any of the indemnified matters are fully and finally resolved or barred by applicable statutes of limitation.

7. INSURANCE: King-Drew shall maintain in full force and effect at its own cost and expense during the term of this agreement, and shall provide a certificate of insurance to PHI upon request to verify, comprehensive general liability insurance, professional liability insurance, and comprehensive automobile insurance with coverage limits of at least \$1 million per occurrence and \$2 million aggregate and an endorsement naming PHI and its officers, directors, employees, contractors and agents as additional insureds, but only insofar as activities under this agreement are concerned. King-Drew, at its sole option, may elect to utilize commercial insurance, a program of self-insurance, or any combination thereof, to satisfy this requirement.

8. REPRESENTATIONS AND WARRANTIES: King-Drew represents and warrants that services will be performed in a good and workmanlike manner, free from defects, and by personnel with the requisite skill, qualifications, and licenses.

9. DISPUTES AND ARBITRATION: Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the

Commercial Arbitration Rules of the American Arbitration Association and judgment upon the arbitrator's award may be entered in any court having jurisdiction.

10. ATTORNEY'S FEES: If any action or proceeding including arbitration is brought by either party against the other under this agreement, the prevailing party shall be entitled to recover court costs and the fees of its attorneys in such action or proceeding in such amount as the court or arbitrator finds reasonable.
11. TIMELY PERFORMANCE: Time is of the essence in the performance of this agreement.
12. PRINCIPAL INVESTIGATORS: The Principal Investigator of PHI shall be Kathleen Velazquez, 850 Marina Bay Parkway – F175, Richmond, CA 94804, telephone: (510) 412-1536. King-Drew's Principal Investigator shall be Antionette Smith-Epps, CEO.
13. INDEPENDENT CONTRACTOR: For purposes of this Agreement, King-Drew is an independent contractor and for no purpose shall any of its officers, directors, members, employees, volunteers, subcontractors or agents be considered an employee of PHI or the funding agency, if any.
14. APPLICABILITY TO LOWER-TIER SUBCONTRACTORS AND SUPPLIERS: King-Drew shall require its subcontractors, suppliers, employees, consultants and agents to comply with the applicable provisions of this agreement.
15. EXCUSABLE DELAY: If King-Drew is delayed in the performance of its obligations by reason of labor troubles, power failure, acts of government, acts of God or the public enemy, or any other reasons or causes beyond its reasonable control, performance shall be excused for the period of delay and, if agreed to in writing by the parties, the agreement shall be extended for a period equivalent to the delay.
16. INTERFERING CONDITIONS: King-Drew agrees to promptly notify PHI of any condition that might interfere with this agreement. Notification shall not relieve King-Drew of any responsibilities hereunder.
17. COMPLIANCE WITH LAW: Contractor agrees to comply with all relevant state and federal statutes and regulations.
18. ASSIGNMENT: This agreement is not assignable by King-Drew without the prior written consent of PHI.
19. SEVERABILITY: If any provision of this agreement is held in conflict with law, the validity of the remaining provisions shall not be affected.
20. SURVIVAL OF OBLIGATIONS: Expiration or termination of this agreement shall not extinguish any previously-accrued rights or obligations of the parties.
21. GOVERNING LAW: The validity, construction, and effect of this agreement shall be governed by the laws of the United States of America and the State of California.
22. CAPTIONS: Captions are for convenience and reference only and are not intended to affect the interpretation of this agreement.

23. NOTICES: Notices and other communications hereunder are deemed given three business days after the date of mailing by certified mail to the address set forth at the beginning of the agreement.

24. ENTIRE AGREEMENT: This is the entire agreement between the parties. It supersedes all prior oral or written agreements or understandings and it may be amended only in writing.

For Public Health Institute:

For County of Los Angeles

Addie Tillman-Norling
Senior Grants & Contracts Specialist
Title

Bruce A. Chernof, M.D.
Director and Chief Medical Officer
Title

Date

Date

SCOPE OF WORK - EXHIBIT- A
AGREEMENT NO. 1011511

Families of the Hemoglobin Trait Project will be identified and referred to King-Drew Medical Center.

King-Drew Medical Center's Responsibilities:

King-Drew Medical Center will provide phlebotomy services in California to parents of infants identified with sickle cell trait, hemoglobin C trait and hemoglobin D trait through the California Newborn Screening Program.

County shall have full discretion for scheduling of PHI referred individuals.

King-Drew Medical Center will provide an EDTA (purple top tube) with a label, package and mail the sample the same day it is collected.

All specimens will be mailed to the Hemoglobin Reference Laboratory at Children's Hospital and Research Center, Hemoglobin Reference Laboratory, P.O. Box 3330, Oakland, CA 94609.

No fees including co-payments will be charged to the families for phlebotomy services.

Public Health Institute Hemoglobin Trait Follow-up Program Responsibilities:

The PHI Hemoglobin Trait Follow-up Program will provide blood collection kits to families to take to King-Drew that contain instructions for collecting, handling and mailing of the blood specimens, an Intake Form with a contact person listed, biohazard plastic bag, mailing containers, and pre-addressed, prepaid U.S. postal service mail envelopes.

BUDGET – EXHIBIT B
AGREEMENT NO. 1011511

King-Drew Medical Center will be paid as follows not to exceed \$500.00.

\$25.00 per phlebotomy draw for up to 20 draws - \$500.00.

Cost includes: Purple top tubes, packing, handling and mailing (mailing labels provided by PHI) to Children's Hospital & Research Center, Oakland Hemoglobin Reference Laboratory, P.O. Box 3330, Oakland, CA 94609.